

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY WASHINGTON, DC 20460

OFFICE OF CHEMICAL SAFETY AND POLLUTION PREVENTION

June 29, 2018

Peko Rasic
Product Registration Manager
BASF Corporation
P.O. Box 13528
Research Triangle Park, NC 27709-3528

Subject: Label Amendment – One-Year Extension of Expiration Date on Supplemental

Label for Grasses Grown for Seed Product Name: Poast Herbicide EPA Registration Number: 7969-58 Application Date: June 29, 2018

Decision Number: 542354

Dear Mr. Rasic:

The amended label referred to above, submitted in connection with registration under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, is acceptable. This approval does not affect any conditions that were previously imposed on this registration. You continue to be subject to existing conditions on your registration and any deadlines connected with them.

A stamped copy of your labeling is enclosed for your records. This labeling supersedes all previously accepted labeling. You must submit one copy of the final printed labeling before you release the product for shipment with the new labeling. In accordance with 40 CFR 152.130(c), you may distribute or sell this product under the previously approved labeling for 18 months from the date of this letter. After 18 months, you may only distribute or sell this product if it bears this new revised labeling or subsequently approved labeling. "To distribute or sell" is defined under FIFRA section 2(gg) and its implementing regulation at 40 CFR 152.3.

Should you wish to add/retain a reference to the company's website on your label, then please be aware that the website becomes labeling under the Federal Insecticide Fungicide and Rodenticide Act and is subject to review by the Agency. If the website is false or misleading, the product would be misbranded and unlawful to sell or distribute under FIFRA section 12(a)(1)(E). 40 CFR 156.10(a)(5) list examples of statements EPA may consider false or misleading. In addition, regardless of whether a website is referenced on your product's label, claims made on the website may not substantially differ from those claims approved through the registration process. Therefore, should the Agency find or if it is brought to our attention that a website contains false or misleading statements or claims substantially differing from the EPA approved registration, the website will be referred to the EPA's Office of Enforcement and Compliance.

Your release for shipment of the product constitutes acceptance of these conditions. If these conditions are not complied with, the registration will be subject to cancellation in accordance

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with FIFRA section 6. If you have any questions, please contact me by phone at 703-305-1243, or via email at montague.kathryn@epa.gov.

Sincerely,

Reuben Baris, Product Manager 25

Herbicide Branch

Registration Division (7505P)

Office of Pesticide Programs

Enclosure

ACCEPTED 06/29/2018

Under the Federal Insecticide, Fungicide and Rodenticide Act as amended, for the pesticide registered under EPA Reg. No. 7969-58

Supplemental Label

Group 1 Herbicide



For control of annual and perennial grass weeds in fine fescue grown for turfgrass seed in Idaho, Oregon, and Washington Only

This supplemental label expires June 1, 2019, and must not be used or distributed after this date.

Active Ingredient*:

sethoxydim: 2-[1-(ethoxyimino)butyl]-5-[2-(ethylthio)propyl]-3-hydroxy-2-cyclohexen-1-one	18.0%
Other Ingredients:	82.0%
Total:	100.0%

*Equivalent to 1.5 pounds of sethoxydim per gallon Contains petroleum distillate

EPA Reg. No. 7969-58 WARNING/AVISO

Directions For Use

- It is a violation of federal law to use this product in a manner inconsistent with its labeling.
- The supplemental labeling and the entire Poast® herbicide container label, EPA Reg. No. 7969-58, must be in possession of the user at the time of application.
- Read the label affixed to the container for Poast before applying.
- Use of Poast according to this labeling is subject to the use precautions and limitations imposed by the label affixed to the container for Poast.

Product Information

Poast is a broad-spectrum, postemergence herbicide for selective control of annual and perennial grass weeds. Avoid all direct or indirect contact with any desired grass crop (e.g., corn, rice, small grains, sorghum, ornamental grasses, and turfgrass).

Poast does not control sedges or broadleaf weeds.

Refer to the **Poast** container label for a complete list of weeds controlled.

Application Instructions

For use only in the states of Idaho, Oregon, and Washington

- **PHI** 14 days
- Maximum Single Application Rate 2.5 pints/acre
- Maximum Seasonal Application Rate -5.0 pints/acre
- **DO NOT** apply more than 2 applications per season. Allow 30 days between applications.
- There are no livestock grazing or feeding restrictions in fine fescue grown for turfgrass seed.
 NOTE: Treated fescue screenings or hay may be fed to animals.
- Ground application allowed. DO NOT apply by air.

Only apply **Poast** to fine fescue varieties classified as creeping red (*Festuca rubra*), Chewings (*Festuca nigrescens*), and hard fescue (*Festuca ovina*). Use standard high-pressure pesticide hollow cone or flat fan nozzles (minimum of 40 PSI at the nozzle); apply at least 10 gallons of water per acre. If foliage is dense, increase water volume to 20 gallons/acre (minimum of 60 PSI). Thorough foliar spray coverage is essential.

 DO NOT apply to tall fescue (Schedonorus arundinaceus) or any other desired grass plant. Injury will occur.



- Poast® herbicide does NOT control annual bluegrass (Poa annua) or rattail fescue (Vulpia myuros).
- **DO NOT** apply if rainfall is expected within 1 hour of application.
- DO NOT use flood or whirl chamber nozzles or selective application equipment (e.g., recirculating sprayers, wiper applicators, shielded applicators).

For control of annual ryegrass, colonial and highland bentgrasses, cheatgrass/downy brome, and German velvetgrass, apply when fine fescue is semi-dormant (generally November 1 through March 15). Application at other times of the year can result in reduced control. Refer to **Table 1** for application rate and timing (maximum height) information.

Turfgrass Species	Maximum Height* (inches)	Rate/Acre** (pints)
Annual Turfgrass		
Annual ryegrass (Lolium multiflorum)	4 to 8	1.5
Cheatgrass/Downy brome (Bromus tectorum)	2 to 6	2.5
NOTE: Late fall applications after maxir	num germination produce the best results	
Perennial Turfgrass		
German velvetgrass (<i>Holcus moltis</i>)	2 to 4	2.0 to 2.5
Colonial bentgrass Highland bentgrass (<i>Agrostis tenuis</i>)	2 to 4	1.5 to 2.5

^{**}If regrowth occurs or new plants emerge, make a second application at the same rate.

Conditions of Sale and Warranty

The **Directions For Use** of this product reflect the opinion of experts based on field use and tests. The directions are believed to be reliable and must be followed carefully. However, it is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or use of the product in a manner inconsistent with its labeling, all of which are beyond the control of BASF CORPORATION ("BASF") or the Seller. To the extent consistent with applicable law, all such risks shall be assumed by the Buyer.

BASF warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the **Directions For Use**, subject to the inherent risks, referred to above.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BASF MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF FITNESS OR MERCHANTABILITY OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BUYER'S EXCLUSIVE REMEDY AND BASF'S EXCLUSIVE LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL BE LIMITED TO REPAYMENT OF THE PURCHASE PRICE OF THE PRODUCT.

TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, BASF AND THE SELLER DISCLAIM ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT.

BASF and the Seller offer this product, and the Buyer and User accept it, subject to the foregoing **Conditions of Sale and Warranty** which may be varied only by agreement in writing signed by a duly authorized representative of BASF.

Poast is a registered trademark of BASF.

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